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**MEMORANDUM OF AGREEMENT
BETWEEN
THE DENALI COMMISSION
AND
THE ALASKA PRIMARY CARE ASSOCIATION
FOR
CLINIC BUSINESS PLANS AND SUPPORT SERVICES**

February 2002

1. Parties

This Memorandum of Agreement (MOA) establishes an Agreement between the Denali Commission (Commission) and the Alaska Primary Care Association (APCA).

2. Background

The Commission is an independent agency established by the Denali Commission Act of 1998. In general, the Commission's health care facilities program is based upon issuing request for proposals (RFPs) to interested parties. Through this RFP process the Commission has recognized the need for improved clinic business plans, including the health service delivery plan and the facility sustainability plan. In support of the Commission's health facilities program and desire for long-term sustainable clinics, APCA has agreed to develop a template clinic business plan and also provide support services to communities and organizations identified by the Commission on use of the template clinic business plan.

In addition, the Commission has separate Agreements with the State of Alaska – Division of Public Health and with the Alaska Native Tribal Health Consortium (ANTHC) for managing aspects of the Commission's health facilities program. The State provides RFP support as a "pre-award" partner, and the ANTHC provides project management services as the Commission's "post-award" partner. APCA coordination with these other Commission partners is expected.

3. Funding and Responsibilities

For the implementation of this Agreement, the Commission shall provide funding of \$100,000 to APCA on a schedule of payments agreeable to both parties to carry out the items listed below. Following previous APCA and Commission Agreements no indirect fees will be paid to APCA, however pro-rata direct expenses (telephones, rent, utilities, etc.) shall be negotiated quarterly based upon level of APCA staff work used in that quarter. Travel arrangements of APCA staff carrying out Agreement elements, as well as payment of travel, shall be the responsibility of the Commission. Before any travel by APCA staff occurs, approval from the Commission Project Officer is required, and if unavailable then from the Commission's Chief of Staff.

The following table identifies the responsibilities of the APCA for this Agreement.

	APCA Service to the Commission	Comments
A.	Utilize a 3 rd party business consultant to develop a clinic business plan template including the elements of health service delivery and facility sustainability (using the existing Commission's energy business plan as a model).	
B.	Field test the template plan with the 7 Manillaq villages and the 6 villages approved for planning funding only through the Commissions Group 1/2 "Small" clinic RFP process.	Involvement of interested stakeholders such as regional health corporations, the State and ANTHC are essential.
C.	Provide technical assistance, as needed, to the remaining 21 villages approved for planning/design or construction funding in the September 2001 "Small" clinic RFP.	Some applicants had some health service delivery deficiencies noted in their application
D.	Provide technical assistance and support to interested applicants for Commission health facility funding for business plan development after the template business plan is developed and field-tested.	Health service organizations and communities to be identified by the Commission.
E.	Miscellaneous tasks necessary to carry out the functions listed above	

The APCA will use its existing APCA Finance Policies manual (inclusive of procurement rules) in carrying out the elements of this Agreement.

The APCA shall provide quarterly reports to the Commission describing the work completed in the quarter, and the amount of Commission funds spent in the quarter.

4. Period of Agreement, Amendment and Termination of Agreement

This Agreement shall be effective as of the date of the last signature and will remain in effect for a twelve month period. This Agreement may be amended in writing at any time by mutual consent of the Commission and APCA. If termination action is proposed, conditions concerning termination shall be established by mutual agreement. Any party may terminate this Agreement by providing 60 days-advanced written notice to the other party.

5. Other Provisions

Nothing herein is intended to conflict with current Commission or APCA directives. If the terms of this Agreement are inconsistent with existing directives of any of the agencies entering into this Agreement, then those portions of the Agreement which are determined to be inconsistent shall be invalid but the remaining terms and conditions shall remain in full force and effect.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty calendar days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

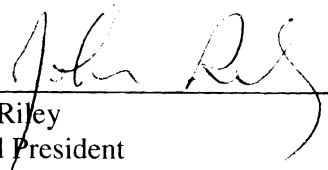
6. Points of Contact

For general information relating to the Agreement, contact:

Commission Point of Contact	APCA Point of Contact
Joel Neimeyer Denali Commission 510 L Street, Suite 410 Anchorage, Alaska 99501 Ph: 907-271-1414 (1426 – direct) Fax: 907-271-1415 Email: jneimeyer@denali.gov	Marilyn Kasmar Executive Director Alaska Primary Care Association 903 W Northern Lights Blvd, Suite 105, Anchorage, AK 99503 Phone: (907) 929-2722 Fax: (907) 929-2734 Email: marilyn@alaskapca.org

IN THE WITNESS WHEREOF, the parties have subscribed their names,

2/26/02
Date



John Riley
Board President
Alaska Primary Care Association

2/26/02
Date



Jeff Staser
Federal Co-Chair
Denali Commission